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Title: **Cairo, Town of Ambulance Service and Town of Cairo Ambulance Service Unit, International Brotherhood of Teamsters (IBT), Local 294 (2012)**

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EMS / 10304

Collective Bargaining Agreement

between

TOWN OF CAIRO AMBULANCE

and



12/1/13 - 12/31/14

TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
890 THIRD STREET

ALBANY, NEW YORK 12206

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ARTICLE 1 - CONDITIONS AND SCOPE OF AGREEMENT

- A. Town of Cairo Ambulance Service, hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering and more harmonious and cooperative relationship between its Employees, Administrators and Members of the Cairo Ambulance Service and with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise and
- B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules and regulations and policies shall be construed for the accomplishment of this purpose.
- C. The Town hereby agrees to recognize Teamster Local 294; I.B.T located at 890 Third Street, Albany, New York as the certified PERB Case Number - G-6127, September 20, 2012) sole and exclusive bargaining representative of:

All full-time and part-time EMT's, Intermediates and Drivers assigned to the Town Ambulance Squad excluding Ambulance Administrator and all other Employees with regard to rates of pay, wages, hours, and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

- D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to their employment as long as:
 - 1. The Union is informed of such meeting.
 - 2. The Union is afforded the opportunity to attend.
 - 3. ~~The meetings are not established at the request of any individual employee.~~
 - 4. Any changes or modifications in the terms of conditions of employment of said employee are made only through negotiations with approval of the Union.
 - 5. In situations of counseling an employee or general investigation when the employee is not a target of discipline, these provisions listed herein are not applicable.

- E. Nothing herein shall restrict the Ambulance Administrator from working as a supplement to the work force, but not as a replacement to any full-time bargaining unit member.
- F. THIS AGREEMENT entered into this _____ day of _____ between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION, AND THE Town of Cairo, located in Cairo, New York, herein after known as the EMPLOYER, shall be in effect from December 1, 2013 to December 31, 2014.

ARTICLE 2 - UNION SECURITY

- A. Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative.
- B. Maximum union security: In the event that the current laws are repealed or modified so as to permit greater Union security than contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.
- C. Stewards: The Employer recognizes the right of the Union to designate on job steward from the Employers seniority list.
 - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:
 - A. Has been reduced to writing, or
 - B. If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
 - 3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.
 - 4. No steward or alternate shall be engaged upon Union business during the time when he/she is assigned to a regularly scheduled bargaining unit job unless mutually agreed

upon by the Ambulance Administrator.

5. The Union shall notify the Employer, in writing, the employees designated by the Union as Job Steward and alternate.

6. The employer shall provide an employee meeting room for breaks and an area to conduct union business as well as a union bulletin board for the posting of union related business.

- D. Hold Harmless: The Union will indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken, or not taken, by the Town in reliance upon agency fee deductions or dues deductions authorization cards furnished by the employees and/or the Union.

ARTICLE 3 - GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY,
LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS

- A. Seniority: Seniority shall be determined by the employee's continuous service from the original date of hire.

- B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, and

2. Voluntary Quit

3. Employees that have not completed their probationary period may be terminated for any reason or no reason without recourse under this agreement. Said probationary period will be consistent with Greene County Civil Service Rules.

- C. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid-off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice of recall in person, by telegram, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three(3) calendar days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within.

seven(7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven(7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered a voluntary quit.

3. Employees who willfully fail to return to work after ten(10) days following a leave of absence will lose all seniority.

4. This Section shall be inapplicable to those with Competitive Classification/Civil Service Status.

- D. All Full-time and Part-time employees shall receive a uniform maintenance allowance of \$200 annually to be paid in two(2) installments.

ARTICLE 4 - PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge. Any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE 5 - SEPARATION FROM EMPLOYMENT

- A. Upon separation, the Employer shall pay all money due the employee, including any accrued vacation, personal, or sick days. Upon quitting, with a two-week notice, retirement, or discharge the Employer shall pay all money due to the employee on the payday in the pay period next following such quitting or termination. Accrued vacation and personal days have been established here under shall be included in such payments.
- B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear expected, or pay the fair and reasonable value thereof before last payday or from proceeds of any final payouts made to the employee.

ARTICLE 6 - VACATION

Eligibility - A full-time employee is eligible for paid vacation in accordance with this agreement. Part-time employees are not eligible for vacation but may be allowed to take time off without pay provided the employee has prior approval from the Ambulance Administrator.

Allowance - An eligible full-time employee will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation leave shall be accrued on an eight(8) hour day basis, but used on a twelve(12) hour day basis. An employee may take vacation leave only after it has been credited. An employee shall accrue his/her vacation entitlements each pay period, prorated on the employees annual entitlement as provided below:

After Completion Of:	Annual Vacation Leave:
One year of continuous Service	40 hours
Two year of continuous Service	64 hours
Three years of Service	88 hours
Five years of continuous Service	96 hours
Seven years of continuous Service	104 hours
Nine years of continuous Service	112 hours
Ten years of continuous Service	120 hours

For each additional years of continuous Service after ten(10) years, and employee will be credited with one(1) additional 8-hour day or annual vacation leave up to a maximum of 160 hours.

~~Continuous Service-- Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service.~~
Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen(15) working days during such monthly pay period, and will be prorated to adjust for any unpaid leave period.

Scheduling - An employee must receive prior approval from the Ambulance

Administrator to take vacation leave. The Ambulance Administrator will have total discretion in the approval of vacation leave.

Holiday During Scheduled Vacation - In the event a designated Holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

Separation of Employment - An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of death of an employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

Accumulation - An employee may not accumulate vacation leave credits. Any vacation leave credits remaining unused at the end of the last business day of the calendar year shall be cancelled. In the event the employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for a maximum of ninety(90) calendar days.

ARTICLE 7 - HOLIDAYS

Designated Holidays - The Town of Cairo will observe the following holidays (which may change from time to time at the discretion of the Town Board)

1. New Years Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

Eligibility - A full-time employee is eligible for Holiday pay at the employee's regular rate of pay. A part-time employee is not eligible for holiday pay.

Assigned to work on a Holiday - All full-time employees who are required to work and